

From: Michael Nowacki <mnowacki@aol.com>

To: lawwilliamson <lawwilliamson@snet.net>

Cc: bryan.luizzi <bryan.luizzi@ncps-k12.org>; tmooney <tmooney@goodwin.com>; dianna.roberge-wentzell <dianna.roberge-wentzell@ct.gov>; robert.mallozzi <robert.mallozzi@newcanaaanct.gov>; dionna.carlson <dionna.carlson@ncps-k12.org>; hazel.hobbs <hazel.hobbs@newcanaaan.k12.ct.us>; audit.committee <audit.committee@newcanaaanct.gov>; dawn.Norton <dawn.Norton@newcanaaanct.gov>; marcia <marcia@mariencpas.com>

Bcc: rpv47 <rpv47@aol.com>; rafinancial <rafinancial@optonline.net>

Subject: Appendix C and the NCEA Arbitration Award

Date: Mon, Dec 21, 2015 10:08 pm

Mr. Williamson:

I placed calls to your home about 12 days ago to your home number at (860) 649-9129. The phone number was provided on the official arbitration award decision filed with Town Clerk, Town of New Canaan which was time-stamped there on November 16 at the Town Clerks Office.

The message left with your wife was to return my call regarding the acquisition of the transcript of the proceedings of the matter of New Canaan Board of Education and New Canaan Education Association which were conducted pursuant to provisions in C.G.S.10-153f.

Despite two messages left with your wife, you have as of this date made no attempt to reach me at the cell phone number provided to her.

I spoke to Dr. Bryan Luizzi at a subcommittee meeting of the Town Council of New Canaan's Subcommittee at which Dr. Luizzi reviewed the Arbitration settlement.

I spoke to Tom Mooney who appeared at the Town Council regularly scheduled meeting on Wednesday, December 16, in which I raised issues about the lack of discussion of Appendix C in his presentation.

The Town Council in December 2012, was never provided a copy of Appendix C prior to approving in December 2012 a negotiated settlement of the NC Board of Education-New Canaan Education Association contract filed at the Town Clerk's Office and signed by Hazel Hobbs and Vivian Birdsall dated November 1, 2012.

Inasmuch as Appendix C was never provided to the Town Council when it met in December 2012 in which Attorney Mooney took a position on the video recorded proceeding which can be reviewed on www.nctv79.org, there is growing unrest in the Town of New Canaan with Attorney Mooney's

orchestration of an arbitration proceeding impacting the taxpayers of the Town of New Canaan, in which he may not have raised the issue of Appendix C as a matter of controversy subject to the arbitration award consideration as a matter of dispute entering the arbitrator panel discussion of 11 items identified as "in dispute" and therefore the only items to be considered.

Since Attorney Mooney does not represent the interests of taxpayers in the Town of New Canaan, and the addition of a "codicil" in 2012 which was not disclosed, and since the arbitration award does not represent a "signed agreement" of the parties and therefore subject to a referendum option to challenge the "arbitrator's agreement" as null and void in light of the misrepresentations of the NCPS Board of Education with the Town Council members in December 2012 (as captured on videotape), Attorney Mooney and the NCEA conspired to not identify Appendix C as an issue of dispute--- inasmuch as it was an added item from the contract of 2013-2016 which was never actually approved by the Town Council members.

There were only three members of the Town Council who were members of the Town Council members (12) in December 2012, there was no discussion on December 16, 2015 until I spoke at the televised meeting in the public commentary section of the meeting towards the end of the televised meetings.

Only signed contracts can be subject to a referendum. The Town Council no vote decision on December 16, 2015 also raises issues about the validity of all portions of the agreement which expand the rights of the Board of Education to have unilateral rights granted in Appendix C to expand the number of teacher stipends and the percentage of base salaries during the course of the arbitration award presented as a "fait accompli" by the arbitration panel you presided upon.

Therefore, a stenographer was noted in the report you issued in attendance at the proceedings of the arbitration panel.

Therefore, my call to produce such a transcript is proper pursuant to the Freedom of Information Act for you to produce.

This kind of orchestration by the New Canaan Board of Education and the NCEA to not declare an issue raised with the Audit Committee of the Town of New Canaan in a Whistleblower complaint filed with the Audit Committee in July 2015, proceeded the commencement of the arbitration meetings--and is considered relevant to the legal issue of "duty to disclose" that Appendix C was

a matter of controversy--and avoided as a topic of arbitration by declaring in advance that the arbitration panel could only consider matters "in dispute."

I do not know if Mr. Mallozzi raised the issue of Appendix C in his comments to the arbitration panel, but it sounds like, briefs were accepted only in matters of controversy.

When allegations of "lack of truthful disclosures" by two negotiating parties who agreed not to raise the issue regarding "Appendix C", the only option for the taxpayer is to file a referendum petition.

However, that cannot be done until there is a signed contract according to Connecticut Law and there is NOTHING in your arbitration award which specifies that the signed contract must be presented to the Town Clerk within a time frame for the 2016-2019 fiscal years arbitration award.

Dr. Luizzi indicated he would contact you about the transcript subject.

I have no knowledge if he fulfilled such an email or phone call to initiate the generation of the transcript of the arbitration proceedings.

Notwithstanding, the pattern of conduct of non-disclosures of information is further defined inasmuch as a vote of the Board of Education was never conducted on the record of a public meeting set of minutes in which there was an attributed vote by the BOE to initiate the arbitration process.

There can be no "votes" in executive sessions on any subject matter. While contract discussion can be considered the subject matter of executive sessions, under no circumstances can a vote on any matter be conducted in executive session on a decision to spend taxpayer funding of an estimated \$50,000 on this arbitration.

Because there is no "signed contract" deadline issued in your decision which would require the New Canaan Board of Education and the NCEA to file a signed contract, the arbitrator's panel has provided a "quixotic" decision that provides few alternatives except a request that the arbitration panel reconvene to discuss the issues surrounding Appendix C, in hopes that a resolution can be achieved which is "fully transparent".

While the arbitration panel may not have known about the controversy raised by the lack of approval of Appendix C in the 2013-2016 New Canaan Board of Education and NCEA negotiated settlement, that provides little excuse to the

responsibility of "due diligence" concerning the award of an issued which was in controversy inasmuch as a page of an agreement eliminated from the approval of the previous contract cannot be considered legally enforced on a following contract.

Inasmuch as an "arbitration award" is considered as an encumbrance, and the Town Audit for the fiscal year 2014-2015 has not been issued, and there is a \$18.6 million bond project currently subject to the notice of intent to file a referendum on the Saxe Middle School Expansion and Renovation Project, there is precious time available to respond to this email.

Please provide a written response to this email, copying all, after consulting with the Connecticut State Board of Education's Commissioner who is copied on this email.

Sincerely,

Michael Nowacki
New Canaan Taxpayer's Association LLC
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New Canaan, CT 06840
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APPENDIX C: SIDE LETTER

Parties hereby agree to the following provisions:

- A. By January 1, 2013, the parties shall review all side letters executed prior to such date and jointly determine which such side letters shall be in effect after July 1, 2013.
- B. The parties shall review all extra-compensation duties and jointly determine whether any mutually agreeable revisions to such duties, and the compensation therefor, should be made.
- C. The parties agree to jointly undertake a review and updating of job descriptions, including descriptions for summer work.
- D. The provisions of Article 20(A)(1)(b)(ii) shall be implemented in accordance with the following procedures:

All levels shall participate in professional learning sessions. A calendar of such sessions shall be distributed to professional staff prior to convocation day. Each such session shall be one hour in length, including wrap time. Before school sessions shall be scheduled to end at the start of the student day. After school sessions shall be scheduled to begin at the end of the student day. The parties recognize that this responsibility shall be implemented in a manner that fairly balances the need for such professional learning opportunities with the other personal and professional responsibilities of teachers.

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Hazel P. Holden
Its Chairperson
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By Kieran Birdsall
Its President
11/1/12